

Key: Bolded and underlined text denotes additions to article.
Shaded and struck through text denotes deletions from article.

Article 3 – RECOGNITION

1. The University recognizes AAUP-AFT as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.
 - a. **The University agrees to add to the AAUP-AFT negotiations unit employees who are represented by the AAUP-BHSNJ upon proof that a majority of AAUP-BHSNJ unit members have designated the AAUP-AFT as their majority representative for purposes of collective negotiations. Proof of majority status shall be determined by card check recognition pursuant to the procedures of the American Arbitration Association.**
 - b. **The University agrees to add to the AAUP-AFT negotiations unit employees who are represented by the Part Time Lecturers Chapter of the AAUP-AFT (the PTL Unit) upon proof that a majority of PTL Unit members have designated the AAUP-AFT as their majority representative for purposes of collective negotiations. Proof of majority status shall be determined by card check recognition pursuant to the procedures of the American Arbitration Association. A majority of the PTL Unit shall be determined based on the PTLs employed during the semester in which cards designating the AAUP-AFT as the majority representative are submitted and PTLs employed during the preceding semester.**
 - c. **The University agrees to add to the AAUP-AFT negotiations unit employees who are represented by the Post-Doctoral Associates and Post-Doctoral Fellows, AAUP-AFT (the Post-Doc Unit).**
 - d. **The University agrees to add to the AAUP-AFT negotiations unit employees who are represented by the Winter and Summer Instructors Unit, AAUP-AFT.**
 - e. **The University agrees to add to the AAUP-AFT negotiations unit employees who are renumarated through fellowships and other forms of remuneration and who perform the unit work of Teaching Assistants and Graduate Assistants as defined by Article 12 of this Agreement.**
2. Except as set forth in Paragraph 4 below, the terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers:
 1. All faculty members with the rank of distinguished professor, professor, associate professor, assistant professor, instructor, lecturer, research associate and adjunct faculty who are engaged in instruction, research, or other academic service;

2. Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above;
 3. Faculty members who are engaged in instruction and/or research for fifty percent or more of their time during the academic year and who hold the title of associate dean, assistant dean, assistant to dean or academic director.
 3. The terms "graduate assistant" and "graduate assistants", and "GA" and "GAs", and "teaching assistant" and "teaching assistants", and "TA" and "TAs", shall include all University personnel holding the titles of graduate assistant and teaching assistant.
 4. Excluded are all officers of administration who are deemed to be confidential employees or managerial executives, including but not limited to deans, associate deans, assistant deans, assistants to deans, and academic directors who are not engaged in instruction or research for fifty percent or more of their time during the academic year; visiting professors unless they have served more than three consecutive years; honorary professors; fellows; members of the coadjutant staff who are not required by law to be negotiations unit members; all those persons who administer or help to administer a major academic unit or program of the University; ~~all employees who are included in the AAUP-BHSNJ or any other existing University collective negotiations unit;~~ and all other employees of the University.
- Visiting professors who hold an appointment at the effective date of this agreement and who have served more than three consecutive years shall continue to be excluded. By October 30 of each year, the University shall provide the AAUP-AFT a list of visiting professors.
5. Teaching assistants and graduate assistants shall be covered by this Agreement except to the extent specifically provided for herein.¹
 6. PRESERVATION OF WORK

The University and the AAUP-AFT agree that the educational, research and service missions of Rutgers University are generally best served by the appointment of full-time tenured and tenure-track faculty.

By annual notice to chancellors, deans and center directors, the University shall encourage the appointment of full-time tenured and tenure-track faculty, while recognizing there are legitimate reasons for also employing a variety of non-tenure-track and other faculty. The University shall annually provide a copy of this notice to the AAUP-AFT.

The University and the AAUP-AFT agree to work cooperatively to secure funding to increase both the number and the overall percentage of tenured and tenure-track appointments.

~~This section 6 shall not be grievable~~

¹ ~~With the exception of AAUP-AFT negotiations unit members who also are included in the Winter and Summer Instructors Unit~~